

JUDGE BATTIS
BLANK ROME LLP
Attorneys for Plaintiff
MANSEL OIL LIMITED
Jack A. Greenbaum (JG 0039)
The Chrysler Building
405 Lexington Avenue
New York, NY 10174-0208
(212) 885-5000

08 CV 6597

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

MANSEL OIL LIMITED,

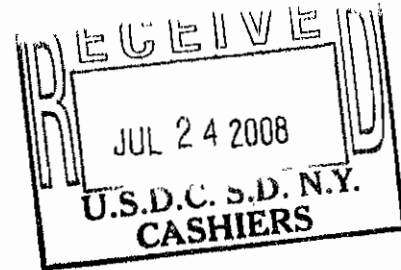
Plaintiff,

-against-

SEMEURO SUPPLY LTD.,

Defendant.

08 Civ.



VERIFIED COMPLAINT

Plaintiff, MANSEL OIL LIMITED, ("Plaintiff"), by its attorneys Blank Rome LLP, complaining of the above-named Defendant, SEMEURO SUPPLY LTD. ("Defendant"), alleges upon information and belief as follows:

1. This is a case of admiralty and maritime jurisdiction, as hereinafter more fully appears, and is an admiralty or maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure. The Court has admiralty jurisdiction under 28 U.S.C. §1333.
2. At all material times, Plaintiff was and now is a Bermuda company with a place of business at Toddings Building, 10/12 Burnaby Street, Hamilton, Bermuda.
3. At all material times, Defendant was and is a foreign corporation or other business entity organized under the laws of England with a place of business at Main Road, Waterston, Milford Haven, Pembrokeshire, SA 73 1DR.

4. By a charter party dated June 13, 2008 ("the Charter"), Plaintiff chartered the M/V FREJA FIONIA ("Vessel") to Defendant.

5. Under the terms of the Charter, Defendant was to pay demurrage in the amount of \$306,975.35, none of which has been paid, although duly demanded.

6. The Charter provides for resolution of disputes before the High Court in London, England. Plaintiff reserves its right to litigate the merits of these disputes in London.

7. English law and procedure allows a plaintiff to recover interest, legal fees and "costs" (which includes attorney's fees) to a successful party. If the dispute is litigated through to a final judgment, Plaintiff estimates: recoverable interest will amount to at least \$49,116 at a rate of 8% per year for at least 2 years; recoverable "costs" (including legal fees) will be incurred in the sum of at least \$150,000 amounting in all to recoverable interest and costs of at least \$618,060.

8. The total amount of Plaintiff's claims for the Charter is \$506,091.35.

9. Defendant cannot be found within this district within the meaning of Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure, but Defendant is believed to have or will have during the pendency of this action, assets within this district consisting of cash, funds, freight, hire credits in the hands of garnishees in this District, including but not limited to electronic fund transfers, because Defendant conducts business internationally in U.S. Dollars and all electronic fund transfers are processed by intermediary banks in the United States, primarily in New York.

10. The total amount of Plaintiff's claims for breach of the Charter is \$506,091.35.

WHEREFORE, Plaintiff prays:

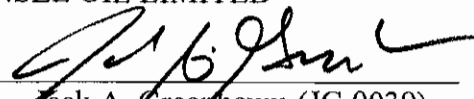
- A. That process in due form of law issue against the Defendants, citing them to appear and answer under oath all and singular the matters alleged in the Complaint;
- B. That since Defendant cannot be found within this District within the meaning of Rule B of the Supplemental Rules for Admiralty and Maritime Claims, this Court issue an Order directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, attaching all of Defendants' tangible or intangible property or any other funds held by any garnishee, including electronic fund transfers to or from Defendant, in the district which are due and owing or otherwise the property of the Defendant up to the amount of \$506,091.35 to secure the Plaintiff's claims, and that all persons claiming any interest in the same be cited to appear and pursuant to Supplemental Admiralty Rule B answer the matters alleged in the Complaint;
- C. That this Court enter judgment for Plaintiff's damages plus interest and costs, or retain jurisdiction over this matter through the entry of an English Court judgment.
- D. That Plaintiff may have such other, further and different relief as may be just and proper.

Dated: New York, NY
July 24, 2008

Respectfully submitted,

BLANK ROME, LLP
Attorneys for Plaintiff
MANSEL OIL LIMITED

By



Jack A. Greenbaum (JG 0039)

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VERIFICATION

STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

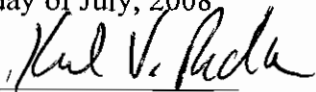
Jack A Greenbaum, being duly sworn, deposes and says:

1. I am a member of the bar of this Honorable Court and of the firm of Blank Rome LLP, attorneys for the Plaintiff.
2. I have read the foregoing Complaint and I believe the contents thereof are true.
3. The reason this Verification is made by deponent and not by Plaintiff is that Plaintiff is a foreign corporation, no officer or director of which is within this jurisdiction.
4. The sources of my information and belief are documents provided to me and statements made to me by representatives of the Plaintiff.



Jack A. Greenbaum

Sworn to before me this
24th day of July, 2008



Notary Public

KARL V. REDA
Notary Public, State of New York
No. 30-4783126, Qual. in Nassau Cty.
Certificate Filed in New York County
Commission Expires *Nov. 30, 2009*

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

MANSEL OIL LIMITED,

Plaintiff,

-against-

SEMEURO SUPPLY LTD.,

Defendant.

08 Civ.

**AFFIDAVIT PURSUANT TO
SUPPLEMENTAL RULE B**

STATE OF NEW YORK)
)
COUNTY OF NEW YORK) ss:

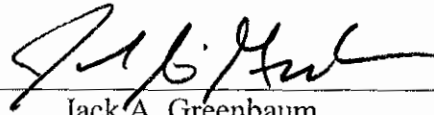
Jack A. Greenbaum, being duly sworn, deposes and says:

1. I am a member of the Bar of this Honorable Court and a member of the firm of Blank Rome LLP, attorneys for the Plaintiff herein. I am familiar with the circumstances of the Verified Complaint and submit this affidavit in support of Plaintiff's request for the issuance of Process of Maritime Attachment and Garnishment of the property of Defendant, SEMEURO SUPPLY LTD ("Defendant"), a foreign corporation, pursuant to Supplemental Rule B For Certain Admiralty and Maritime Claims of the Federal Rules of the Federal Rules of Civil Procedure.

2. Defendant is a party to the maritime contract of charter party on which this claim is based, and is a foreign corporation or other business entity organized and existing under the laws of England or another foreign jurisdiction.

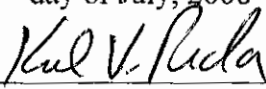
3. Under my supervision, my office conducted a search of the New York State Secretary of State, Division of Corporations, the Transportation Tickler, telephone assistance, and a general internet search.

4. In our search, we did not find any listing or reference to Defendant in this judicial district or the state of New York. In the circumstances, I believe Defendant cannot be found within this district.



Jack A. Greenbaum

Sworn to before me this
24th day of July, 2008



Notary Public

KARL V. REDA
Notary Public, State of New York
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